

AGENDA
Regular Meeting
TULELAKE CITY COUNCIL

April 21, 2026

5:30 PM

Dial in Number: 712-432-3900 – Conference id: 419973 #

If you are unable to attend in person, join the meeting by dialing the number listed above and entering the Conference ID No.

1. Call to order the regular meeting of April 21, 2026.
2. Pledge of Allegiance
3. Approval of April 7, 2026, regular meeting minutes. Discussion/Action.
4. Approval of the payments of bills. Discussion/Action.
5. Comments from the public.

This is the time set aside for citizens to address the Council on matters not on the agenda. Comments should be limited to matters within the jurisdiction of the Council. If your comment concerns an item on the agenda, please address the Council after that item is open for public comment. By law, the Council cannot discuss or act on matters that are not on the agenda. The mayor reserves the right to limit the duration of each speaker to three (3) minutes. Speakers may not give their time to others.

6. Notice of Public Hearing to Determine Existence of Public Nuisance and to Abate in Whole Part at Various Addresses. Discussion/Action. (Chief Resilience Officer)
7. Review of first draft of Prop 218 proposed utility rate changes. Discussion/Action. (Chief Resilience Officer)
8. Approval to proceed with obtaining electrical service for the new Public Works Shop, at a cost of \$6,644.00. Discussion/Action. (Director of Public Works)
9. Discussion about leaving City utilities in homeowner's name. Discussion/Action. (Mayor Cordonier)
10. Review of first draft of City's Urban Fire Plan. Discussion/Action. (Director of Public Works/Chief Resilience Officer)
11. Department Head updates.
 - a. Chief of Police, Tom Hoy
 - b. Chief Resilience Officer, Jenny Coelho
 - c. City Hall Administrator, Aissa Martinez
 - d. Director of Public Works, Jose Perez

COMMENTS FROM ADMIN AND STAFF:

12. Comments from City Treasurer (Sara Luscombe)
13. Comments from City Clerk (Anna Perez)
14. Comments from Library Branch Manager (Kailee Wood)
15. Comments from Assistant City Admin (Christian Marquez)
16. Comments from Council Member (Margie Cordonier)
17. Comments from Council Member (Patty Taylor)
18. Comments from Mayor Pro Tem (Penny Velador)
19. Comments from Council Member (Teresa Williams)
20. Comments from Mayor (Tom Cordonier)
21. Adjournment

Meetings are held in the Council Chambers at City Hall located at 591 Main Street, Tulelake, CA 96134.

Parties with a disability as provided by the American Disabilities Act who require special accommodations or aids to participate in a public hearing should make the request to City Hall Staff at least 48 hours prior to the meeting.

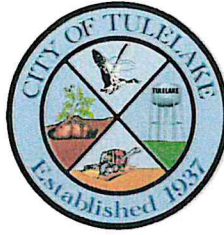
The City Attorney, Margaret Long, may appear by telephone from 2240 Court Street, Redding, CA 96001 (530) 691-0800.

City of Tulelake
Posted General Ledger Transactions - City Council Bills to Approve

Bills Submitted for Approval on 04-21-2026 - API26025 for Weeks 04-07-2026 thru 04-21-2026				
Name	Document Number	Document Amount	Document Description	Fund Code
ABILA	10501000303253	1,232.10	License fro Additional User	01
ADKINS ENGINEERING AND SURVEYING, INC.	62394	73,890.00	Wastewater Improvements TO#15	03
ADKINS ENGINEERING AND SURVEYING, INC.	62421	6,823.47	SCDRG Well Rehabilitation	02
ADKINS ENGINEERING AND SURVEYING, INC.	62430	1,370.12	PLHA Planning TO#11	01
CITY OF WEED	0000020	838.35	Building Inspector 03/04,03/11,03/18, & 03/23/2026	01
DEPARTMENT OF CONSERVATION	DOC 04/2026	0.86	4th Qtr 2025 & 1st Qtr 2026	01
Hanson Tire	5294	1,000.00	Tires for PW Truck S. Carroll	02
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.	1810 #90088085	1,600.00	PLHA - Surveying	01
MERRILL LUMBER COMPANY	B284473	2.29	Clips for Structure	01
MERRILL LUMBER COMPANY	C269838	12.28	Operating Supplies	01
Primo Brands	06D8750187460	70.07	Water for Library, CH, & PW	01
RICHARD TINSMAN	2026-02	4,108.75	January, Feburary & March 2026	01
SISKIYOU COUNTY AUDITOR-CONTROLLER	FY 2025-2026	439.50	LAFCO Contribution	01
STACY & DENNIS	26CW-2803	875.00	Agreement - COT - Block Time	01
STATELINE AUTO PARTS SUPPLY, INC.	635798	102.83	Oil for PW Truck	02
STATELINE AUTO PARTS SUPPLY, INC.	639006	169.78	Sup. for Oil Change on Street Sweeper	11
STATELINE AUTO PARTS SUPPLY, INC.	640176	274.28	Sup. for Oil Change on Garbage Truck	11
STATELINE AUTO PARTS SUPPLY, INC.	643971	54.68	Wiper Blades PD Pickup	05
TEENA SALAZAR	T Salazar 4/4/2026	66.68	Cleaning Supplies	01
TRILOGY ARCHITECTURE CORPORATION	1892	900.00	Tulelake Visitor Center G-2402	01
WOODHOUSE FARMING & SEED CO.	S292891	30.00	Weights	04
WOODHOUSE FARMING & SEED CO.	S292901	30.00	Weights	04
WOODHOUSE FARMING & SEED CO.	S292929	30.00	Weights	04
WOODHOUSE FARMING & SEED CO.	S292934	30.00	Weights	04
WOODHOUSE FARMING & SEED CO.	S292951	15.00	Weights	04
Total		93,966.04		
	Pay Dates: 04/10/2026 PAY PERIOD: 03/29/2026-04/11/2026		Fund Account Codes:	
Police Department: (3 Employees)	\$5,645.24		01- General Fund	

City of Tulelake
Posted General Ledger Transactions - City Council Bills to Approve

Chief Resilience Officer (1 Employee)	\$2,315.67		02- Enterprise Fund - Water	
Public Works: (6 Employees)	\$7,560.18		03- Enterprise Fund - Sewer	
City Hall: (6 Employees, including Library & Custodial)	\$5,493.84		04- Enterprise Fund - Garbage	
Council & Elected Officials: (7 persons)	\$0.00		05- Police Personnel (COPS Grant)	
			11- Gas Tax Fund (Streets)	
Total Amount of Payroll DD's		\$21,014.93	13- Local Transportation (TDA)	
Total Amount Submitted for Approval - April 21,2026:		\$114,980.97		



CITY OF TULELAKE

591 Main Street/ PO Box 847

Tulelake, CA 96134

Phone: (530) 667-5522

Fax: (530) 667-5351

NOTICE OF PUBLIC HEARING

The City of Tulelake City Council will hold a public hearing on **Tuesday, April 21, 2026, at 5:30 p.m.** in the City of Tulelake Council Chambers at 591 Main Street, Tulelake, California on the following item:

To Determine Existence of Public Nuisance and to Abate in Whole or Part

Notice is hereby given that on the 21st day of April, 2026, the City of Tulelake will hold a public hearing at the Tulelake City Hall, City Council Chambers, 591 Main Street, Tulelake, California, 96134, to ascertain whether certain premises situated within the City of Tulelake, State of California, known as:

o 514 C Street,	o 490 Modoc Avenue,
o 522 C Street,	o 150 Siskiyou Street,
o 406 Fourth Street,	o 111 F Street
o 424 Fourth Street,	o 635 Fifth Street
o 156 Main Street,	o 645 Fifth Street
o 480 Modoc Avenue,	o 628 F Street

The above listed properties constitute a public nuisance subject to abatement by rehabilitation of such premises or by the repair or demolition of buildings or structures situated thereon. If said premises, in whole or part, are found to constitute a public nuisance as defined in Section 8.08.020 of Title 8, Health and Safety, of the City of Tulelake Municipal Code, and if same are not promptly abated by the owner such nuisance may be averted by municipal authorities, in which case the cost of such rehabilitation, repair or demolition will be assessed upon such premises and such cost will constitute nuisance liens upon such land until paid.

Said alleged violations consist of the following: Fire Hazards; Hazardous Obstructions; Debris rubbish or trash readily visible from public right-of-ways; Material or items of nature stored on rooftops visible from public right-of-ways; Abandoned buildings; Abandoned and/or broken equipment or vehicles; Hazardous pools, ponds and excavations; Neglected machinery or vehicles, broken or discarded household furnishing, including stoves, refrigerators, freezers and electronic items; Anything which may endanger children or other persons whether in buildings, or upon an unoccupied lot or parcels. This includes but is not limited to abandoned wells, shafts, basements, or excavations, abandoned refrigerators, motor vehicles, structurally unsound fences or structures, or any lumber, trash, fences, debris or vegetation. Unoccupied buildings which have been left unattended or otherwise open or unsecured from intrusions by persons, animals or the elements and constitute a fire hazard.

Said methods of abatement available are: Removal of all of the alleged violations on all premises listed in this notice by owner, contractor or by the City of Tulelake.

All Persons having any objections to, or in said matters are hereby notified to attend a hearing to be held on the 21st day of April, 2026 at 5:30 p. m., when their testimony and evidence will be heard an given due consideration.

Dated: This 9th day of April, 2026

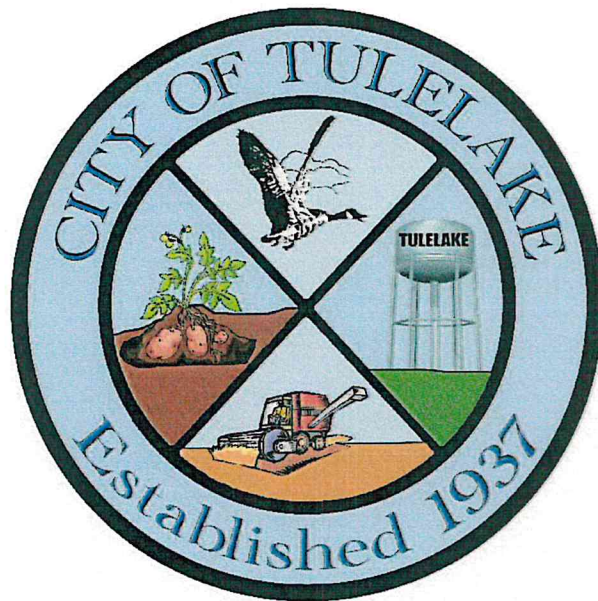
RECOVERY OF COSTS

If such a nuisance is not abated as ordered within said abatement periods, the city clerk shall cause the same to be abated by city employees or private contract. The city clerk or his/her representative is expressly authorized to enter upon said property for such purposes. The cost, including incidental expenses, of abating the nuisance shall be billed to the owner and shall become due and payable thirty days thereafter.

The city shall follow the procedure set forth in section 8.08.140 for the Costs of Abatement. The term "incidental expenses" means and includes the following, but is not limited to, all documented personnel costs, for both city employees and contracted work, related to abatement of the nuisance. Personnel costs shall include preparation of notices, specifications, contracts, all costs to remove and/or demolish the nuisance and inspection of the nuisance site before, during and after the abatement. If abatement of the nuisance requires court action, including mediation, the prevailing party will be entitled to reasonable attorney fees and costs. The City has the authority to make the expense of enforcement actions and abatement of any nuisance a lien against the property on which it is maintained and a personal obligation against the property owner, in accordance with California Government Code Section 38773.1; or in the alternative, the city has the authority to make the cost of abatement of a nuisance upon a parcel of land a special assessment against that parcel, in accordance with California Government Code Section 38773.5 and its progeny. The procedures established in this chapter shall be used to complement existing administrative or judicial remedies which may be pursued to address violations of the Tulelake Municipal Code and/or applicable state codes. The prevailing party in any action to collect the costs of abatement shall be entitled to attorney fees and costs.

A person shall not obstruct, impede, or interfere with the city clerk or his/her representative, or with any person who owns, or holds any interest or estate in any property in the performance of any necessary act, preliminary to or incidental to, carrying out an abatement order issued pursuant to Sections 8.08.080 (*Public Hearing-Conduct*) or 8.08.095 (*Hearing Procedure Before The City Council*).

For more information regarding the proposed project or public hearing, please contact Mike Britton, City Building Inspector/Code Enforcement, at (530) 667-5522.



TULELAKE URBAN FIRE PLAN – 2026

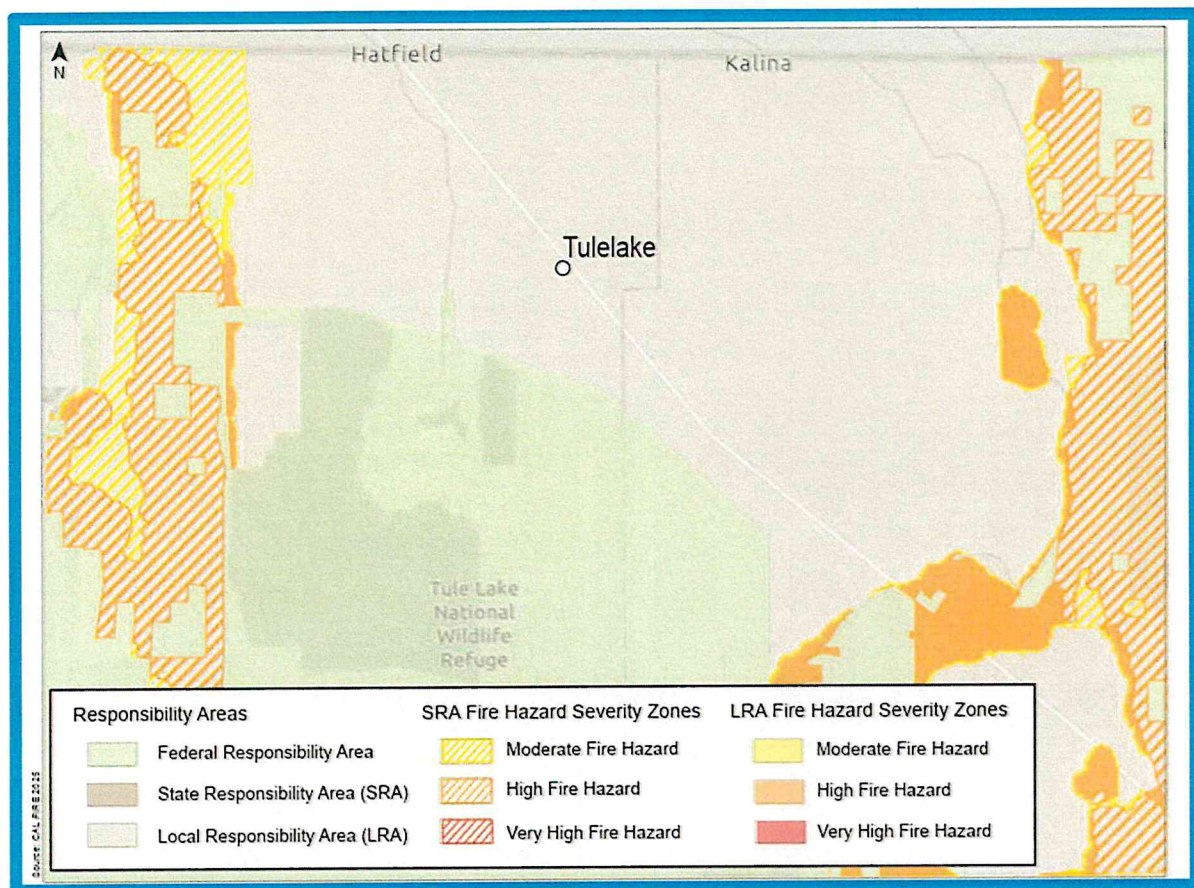
prepared by the

Tulelake Emergency Committee

The Urban Fire Plan (UFP) for the City of Tulelake, California, is designed to address the specific needs of a small, rural agricultural community with approximately 850 to 1200 residents, farm workers and visitors depending on the time of year. Located in the high desert of the Klamath and Tulelake Basins, Tulelake faces unique risks from agricultural burns, wildland-urban interface (WUI) encroachment, and structural fires in older building stock.

1. Executive Summary

The Tulelake Urban Fire Plan establishes a framework for reducing fire risk through proactive vegetation management, structural hardening, and clear emergency protocols. Given Tulelake’s status as a "Moderate Risk" wildfire community relative to the state average, the primary focus is on ignition prevention and localized hazard reduction to prevent a single structure fire from transitioning into a conflagration. Tulelake is in a Local Responsibility Area (LRA) and the City is required to regulate its own fire prevention measures. The City currently contracts with the Tulelake Muli County Fire District for fire protection services.



2. Vegetation & Landscaping Management

Vegetation management is the first line of defense. The city follows the Three-Zone Defensible Space model to create a buffer between structures and potential fuels. Creating buffers around structures and using fire resistant building materials are essential requirements in mitigating against wildfire. It is recommended to keep the first 5 feet around a home clear to prevent embers from igniting, this area is called (*Zone 0*). Keep the area within 30 feet of the home clear of dry vegetation to create a buffer area, (*Zone 1*). Reduce fuel load within 100 feet of the home, (*Zone 2*).

Zone 0: The Ember-Resistant Zone (0–5 feet)

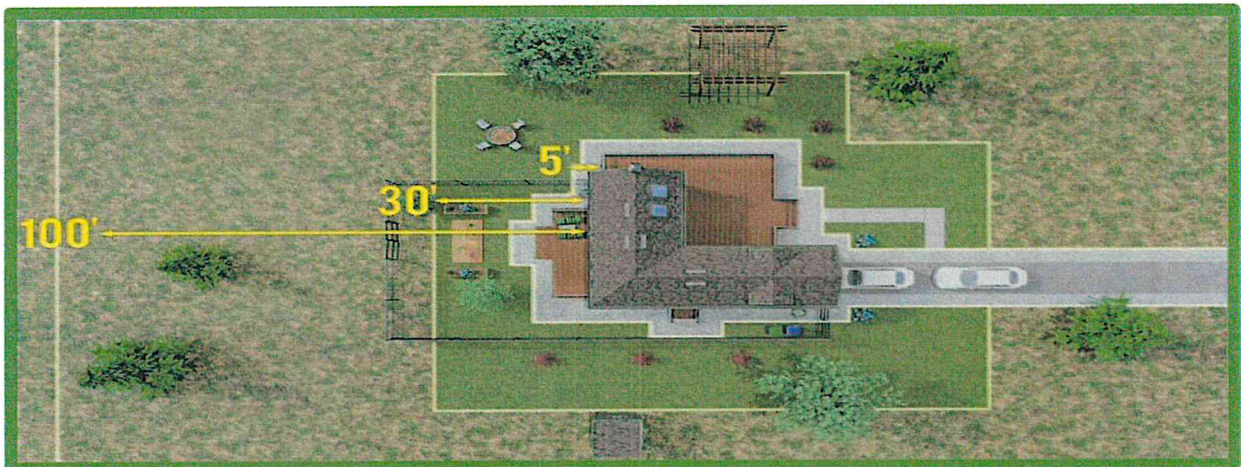
- The immediate 5 feet around any structure must be kept free of combustible materials.
- Zero Combustibles: No bark mulch, wood piles, or dead leaves against siding.
- Planting: Only low-growing, high-moisture plants are permitted.

Zone 1: Lean, Clean, and Green (5–30 feet)

- The goal here is to eliminate "ladder fuels" that allow fire to climb into the canopy.
- Tree Spacing: Maintain a minimum of 10 feet between tree crowns.
- Trimming: Mature trees must be limbed up to 10 feet from the ground. Smaller trees should be limbed to 1/3 of their height.
- Chimney Clearance: All vegetation must be cleared within 10 feet of any chimney or stovepipe outlet.
- Wood Piles: Firewood can be stored in Zone 1 or Zone 2, with at least 10 feet of clear soil around the pile.

Zone 2: Reduced Fuel Zone (30–100 feet)

- Grass Height: Annual grasses must be mowed to a maximum height of 4 inches.
- Debris: Fallen leaves, needles, and twigs may remain but must not exceed a depth of 3 inches.



3. Structural Setbacks & Development Standards

To prevent "structure-to-structure" ignition in Tulelake's dense residential core, the following setbacks and building standards are enforced:

Setback Requirements

New Construction: For new housing construction the minimum side-yard and back-yard setbacks of 10 feet are required to create a fire break between adjacent homes. For all other zoning districts, the minimum distance between buildings is specified in the City Ordinance Chapter 17 Zoning Code and the California Building Code.

Outbuildings: Accessory Dwelling Units (ADU's), sheds and detached garages must be at least 30 feet from the primary residence unless built with fire-rated materials (e.g., 1-hour fire-resistive walls).

Fencing: Building Code Fencing Ordinance 15.1 will direct the type and regulations of fencing allowed. Wood fencing must be in satisfactory and usable condition as per the building code when attached to a structure. A 5-foot non-combustible "break" (metal or masonry) is preferred where the fence meets the house or garage. All fencing will be constructed in a manner consistent with building codes and standards of construction, so as not to create a hazard to Citizens.

Building Hardening

All new construction and building renovations must follow the California Building Code requirements for Fire Code outlined in Chapters 7, 7A and 49. The Wildland-Urban Interface Area codes of severity, regulate the fire-resistant material requirements for new construction and renovation of commercial, industrial and residential buildings. Below are mandatory items listed for fire prevention in new construction and building renovations.

- **Roofing:** Class A fire-rated roofing materials (e.g., asphalt shingles, metal, or tile) are required for all new roofs and replacements.
- **Venting:** All attic and crawlspace vents must be covered with 1/8-inch non-combustible metal mesh to prevent ember intrusion.

4. Agricultural & Open Burning Regulations

Tulelake is surrounded by active farmland and the Tule Lake National Wildlife Refuge.

Permitted Material: Yard debris, defined as and shall only consist of dried grass leaves, twigs, brush, bush and tree trimmings. Other clean, burnable wood or similar items as part of a special cleanup project must be inspected prior to burning by the Tulelake Police Department or the Tulelake Multi

County Fire District for overall safety. Special conditions may be imposed at the direction of the police and/or fire district to ensure public health and safety.

Burning Permits: The City of Tulelake does require Burn Permits for Open Burning within the City limits, and they can be issued at Tulelake City Hall during the working hours of Monday through Thursday between the hours of 8:00 am – 12:00 pm and 1:00 pm - 5:00 pm. Burning is only allowed after the designated burning area has been inspected and the Burn Permit has been approved and signed by either the Tulelake Police Department or the Tulelake Multi County Fire District.

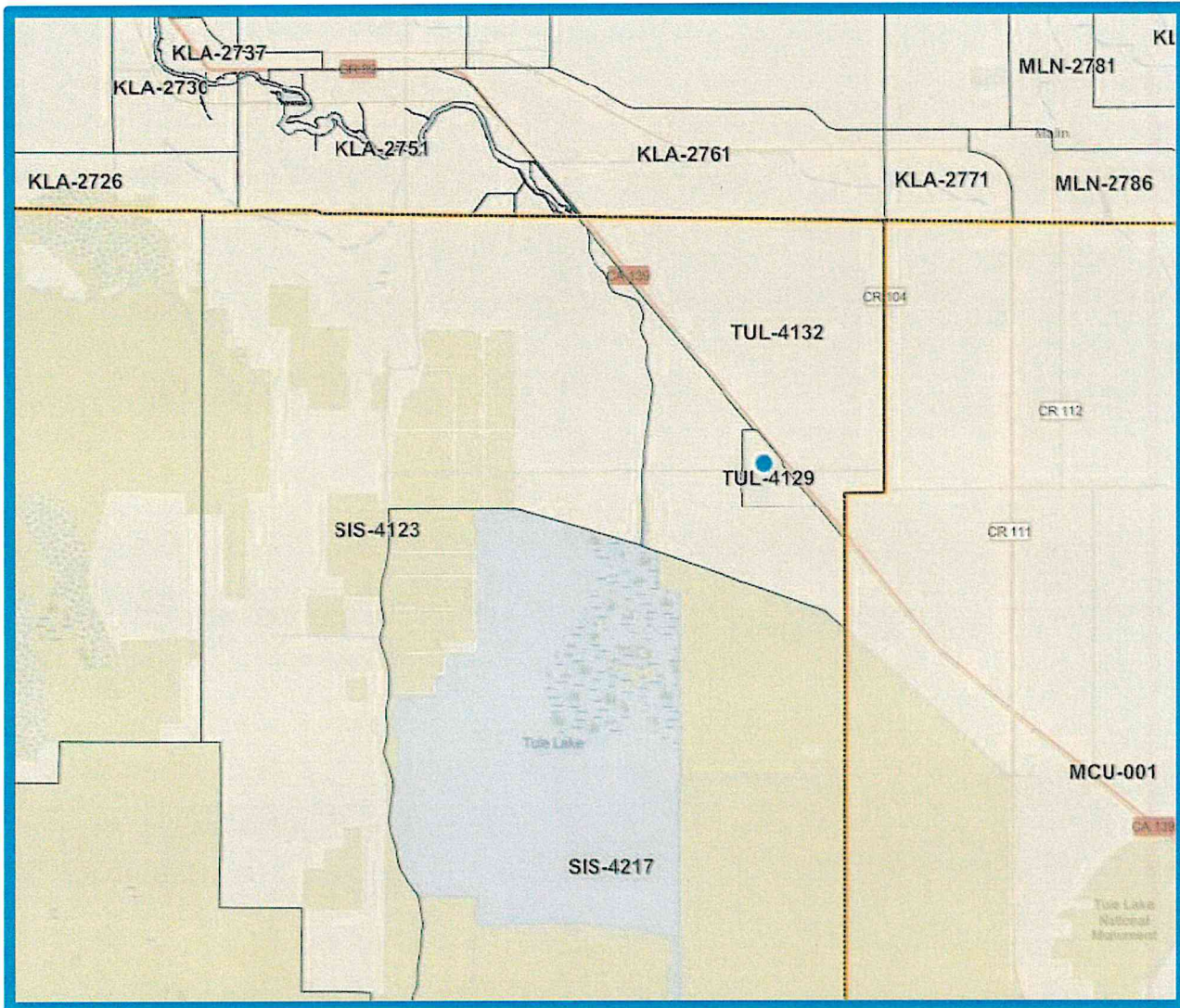
Burn Days and Times: Burning is only permitted on designated "Burn Days" as determined by the Siskiyou County Air Pollution Control office on permissible burn days. All burning times are to be during daylight hours. Burn Day Status can be found at the Siskiyou County Air Pollution Control District website: <https://www.siskiyoucounty.gov/airpollution/page/burn-day-information>ⁱⁱⁱ.

Prohibited Items: Burning in burn barrels, burning of trash, treated wood, or plastic is strictly prohibited under City Ordinance 8.50.

5. Emergency Plans & Evacuation

In the event of a fire within the City or a wildfire within the Tulelake Basin, it is critical for city and community residents to know their Genasys Protect Evacuation Zone IDs. Listed below are the Genasys Protect Evacuation Zone IDs and the map^{iv} for the City of Tulelake and the populated zones of Klamath and Tulelake Basins surrounding the City.

TUL-4129 – City of Tulelake	KLA-2726 North of Hwy 161, West of Hill Rd
TUL-4132 - Northeast of Tulelake	KLA-2751 North of Hwy 161, East of Malone Rd
SIS-4123- West of Tulelake	KLA-2761 North of Hwy161, East of Hwy 39
SIS-4217 South of Tulelake	KLA-2771 North of Hwy 161, East of Co. Rd 104
MCU-001 Southeast of Tulelake	MLN- 2786 Noth of Hwy 161, East of Co Rd 111
KLA-2737- City of Merrill, OR	MLN-2781 City of Malin, OR



EVACUATION ZONE ID MAP

In the event of a major fire, the City of Tulelake utilizes a tiered evacuation system. A tiered evacuation system is referred to as the "**Ready, Set, Go!**" framework, and is a standardized three-stage approach used by emergency officials to alert residents about potential or immediate danger, used during wildfires and other hazards that are harmful to the public. This system helps residents and community members understand the level of fire threat and what appropriate action(s) should be taken. See the CAL FIRE website at <https://www.readyforwildfire.org/> for more information in preparing for a wildfire.

- **Evacuation Warning (Level 1: Be Ready):** There is a potential threat to life and/or property that exists. Residents should prepare to leave by gathering essential items (such as official identification documents & medications), preparing pets/livestock, and arranging

transportation. Individuals needing extra time to evacuate, such as those with disabilities or large animals, should consider leaving during this stage.

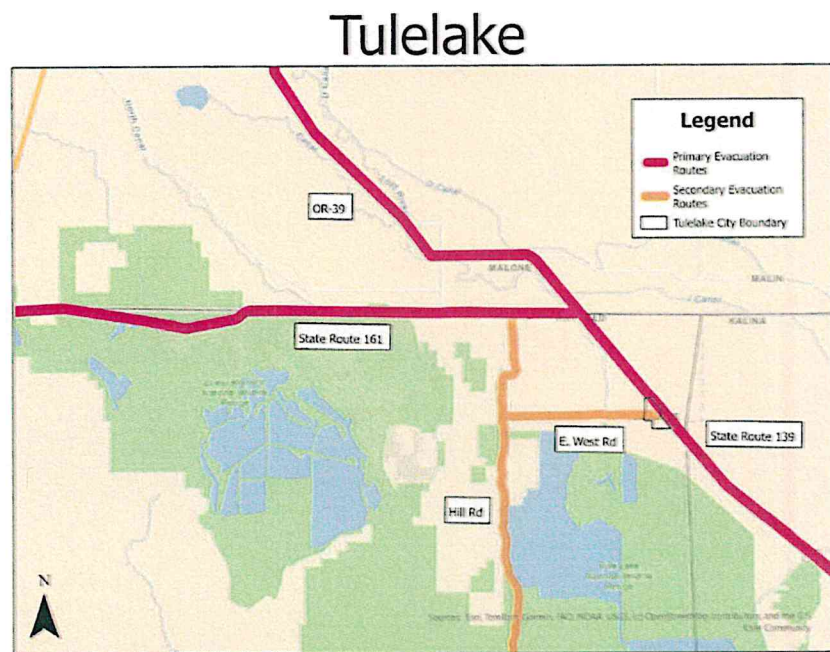
- **Evacuation Order (Level 2: Be Set):** A significant danger to your area is present, and residents should prepare to evacuate at a moment's notice. This is the stage to immediately leave if you feel unsafe or to finalize preparations to leave promptly.
- **Immediate Evacuation Order (Level 3: Go Now):** An immediate, urgent threat to life is present. This is a lawful order to leave right now. It is critical to follow directions from law enforcement immediately to ensure safety of residents and others who are trying to evacuate. Roads are often closed to all traffic except emergency responders.

Designated Evacuation Routes

Primary Route for North/South: Highway 139 Main Street.^{vi}

Secondary for East/West: East- West Road.

Assembly Points within the City: Tulelake High School Gym, Tulelake Elementary Gym or for large-scale incidents the Tulelake-Butte Valley Fairgrounds.



Communication Channels

Siskiyou County Alert: Residents are encouraged to sign up for ReadySiskiyou emergency alerts. All City residents and the surrounding community members can sign up for ReadySiskiyou – Alerts at <https://www.smart911.com/smart911/ref/login.action?pa=ReadySiskiyou>.^{vii} This will enable access to mobile or landline phone alerts for those who register with the ReadySiskiyou -Alerts system.

Public Address: The Tulelake Police Department and/or the Tulelake Volunteer Fire District will use sirens and loud hailers for immediate **"Go Now"** orders for immediate evacuation of fire or any other hazard that can be harmful to city residents and the general public.

6. Contact Information & Resources

Immediate Emergency	Dial 911		
Siskiyou County Dispatch	(530) 841-2900		
Modoc County Dispatch	(530) 233-4416		
California Highway Patrol Dispatch	(530) 841-6000		
Tulelake Fire Hall 1 Ray Oehlerich Way Tulelake, CA 96134	(530) 667-2997	Fire Chief	Nick Scott
Tulelake Police Department 470 C Street Tulelake, CA 96134	(530) 667-5284	Chief of Police	Tom Hoy
USFWS Klamath Basin Fire Management Zone Dispatch	(541) 947-6315		
Klamath and Tulelake Wildlife Refuges Fire Services	(530) 667-8304 (530) 667-8316 After Hours: (530) 640-1868		(Verifying Contact Names)
Cal Fire Siskiyou Unit	(530) 842-3516	Unit Chief	Greg Roath
Cal Fire Lassen-Modoc Unit	(530) 294-5289	Unit Chief	Joshua Kern
Tulelake Butte Valley Fairgrounds 800 Main Street Tulelake, CA 96134	(530) 667-5312	CEO	Nancy Sites
Tulelake Joint Basin Unified School District 400 G Street Tulelake, CA 96134	(530) 236-7431	Superintendent	Brian Norby
Tulelake Basin High School 850 Main Street Tulelake, CA 96134	(530) 236-7432	Principal	Leslie Loader
Tulelake Basin Elementary School 461 Second Street Tulelake, CA 96134	(530) 236-7433	Principal	Leslie Loader

References

ⁱ <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>

ⁱⁱ <https://www.siskiyoucounty.gov/airpollution/page/burn-day-information>

ⁱⁱⁱ <https://www.siskiyoucounty.gov/airpollution/page/burn-day-information>

^{iv} <https://protect.genasys.com/search?z=14&latlon=41.954948477381066%2C-121.47648425685763>

^v <https://www.readyforwildfire.org/>

^{vi} <https://siskiyoevac.mysocialpinpoint.com/>

^{vii} <https://www.smart911.com/smart911/ref/login.action?pa=ReadySiskiyou>



Klamath Falls Operations
1950 Mallard Lane
Klamath Falls, Oregon 97601

April 9, 2026

CITY OF TULELAKE
PO BOX 847
TULELAKE,, CA 96134

Request #:7598016

Job Site ID: 000608476-001

Dear CITY OF TULELAKE:

Thank you for your request for electric service. All of us at Pacific Power are committed to providing you with the quality service that you expect and deserve. Now that the design is complete for the above referenced request we would ask that you please direct any questions and inspection requests to our designated phone line at (541) 883-7825. This is a message line which will require you to leave your name, request # and contact information.

THE FOLLOWING ITEMS (NOTED BY AN "X") MUST BE COMPLETED BEFORE YOUR JOB CAN BE RELEASED TO OUR CONSTRUCTION DEPARTMENT FOR SCHEDULING.

- Please read, sign and return **BOTH** copies of the enclosed **General Service Contract**. Please choose one of the payment options (if applicable) by placing your initials next to the option you selected. Mail the signed contracts and corresponding payment (check or money order only) in the enclosed envelope. Please note the terms of the contract outlined below the blue highlighted box. The customer copy of the contract will be mailed back to you after it has been signed and fully executed by a Pacific Power manager.

This contract will expire unless the customer satisfies both of the following:	If either of these timeframes is not met one of the following will occur.
A) Signs and returns an original of the contract along with any required payment by <u>90 days from contract date</u> .	1. The work order will be recalculated, a new contract will be issued and additional payment may be required; or
B) Is ready to receive service by <u>150 days from contract date</u> .	2. The job will be cancelled/voided and any monies paid will be refunded to the customer. If customer wishes to proceed they will be required to reapply for service.

- The enclosed Right-of-Way easement(s) must be signed by the appropriate grantees in the presence of and stamped by a Notary Public (we are unable to accept copies or facsimiles). Please return the signed and notarized easement to our office for recording.
- Please provide us with a permanent service address.
- Electrical permit and meter base inspection with approval for the electrical connection ("green tagged") from the County Electrical Inspector. Please call our office at (541) 883-7825 when your meter base has been "green tagged" so that your site may be inspected by a Pacific Power inspector.
- Trenching and conduit **must** be inspected by Pacific Power **BEFORE** your trench is backfilled. To schedule your trench inspection, please call us at (541) 883-7825. No underground facilities will be installed until the trench has been approved by a Pacific Power inspector and no underground facilities will be energized until all backfill is complete.
- Please complete and sign the enclosed Klamath County Road Right-of-Way permit (permittee and contractor must both sign where indicated in yellow). Mail the signed permit to: Klamath County Public Works 305 Main Street, Klamath Falls, OR 97601 (an envelope has been enclosed for your use). This is required before any work can begin.
- Other: None

ALL OF THE ABOVE REQUIREMENTS AS WELL AS FINAL SITE INSPECTION APPROVAL FROM OUR INSPECTOR MUST BE MET PRIOR TO YOUR JOB BEING RELEASED TO THE CONSTRUCTION DEPARTMENT. Typically we are able to begin construction 2-3 weeks after the job has been released to the construction department. Should you have any questions, please do not hesitate to contact us at (541) 883-7825.

Sincerely,

David Sexton
Estimator, Klamath Falls Operations

DS: ds

Customer Copy – Please retain for your records

(CA Mar2023)
Account #:41998321-009
Service ID #:000608467-001
Monthly

DAVID SEXTON
C/C: 11591
Request #: 7598016
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
PACIFIC POWER
and
CITY OF TULELAKE**

This General Service Contract ("Contract"), dated April 9, 2026, is between PacifiCorp, doing business as Pacific Power ("Company"), and **CITY OF TULELAKE** ("Customer"), for electric service for Customer's SHOP operation at or near 10 B ST, TULELAKE, California.

Company's filed tariffs ("Electric Service Schedules" and "Electric Service Rules"), as they may be amended from time to time, regulate and are incorporated into this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedules and rules shall control. They are available for review at Customer's request. Further, this Contract shall at all times be subject to such changes or modification by the California Public Utilities Commission ("Commission") as said Commission may, from time to time, direct in the exercise of its jurisdiction.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 5 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$1,330.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

_____ **Refund Option.** The total Customer Advance for this work is \$6,894.00, the **balance due is \$6,894.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply

service. Company will refund 25% of the refundable Customer Advance allocable to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$6,644.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$59.98 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 25 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term and Termination.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service (the "Term").

Following execution of Contract but prior to completion of installation of Company's Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer's Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
- e) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. **Special Provisions:** None

9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

10. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical

access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's California Electric Service Rule No. 7.

13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of California applicable to contracts executed in and to be wholly performed in California by persons domiciled in the State of California. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of California, or state courts of the State of California, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.

15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the

Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
17. **Dispute Resolution.** Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within ten (10) days after presentation of the dispute, then:
 - a) To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
 - b) If a waiver of jury trial is deemed by any court of competent jurisdiction to not be enforceable for any reason, then to the fullest extent permitted by law, each of the parties hereto agree to binding arbitration. Such arbitration shall be in accordance with the rules and procedures of the American Arbitration Association (AAA). Notwithstanding any AAA rules and procedures or any other provisions or any state or federal laws, the parties agree that the arbitrators shall not consider or award punitive damages as a remedy. Upon the Company's request, AAA shall provide the parties with a list of arbitrators each of whom have experience and expertise with respect to construction. Upon each of the parties receipt of such list, each party shall have ten (10) days to select an arbitrator. The two selected arbitrators shall then select a third arbitrator within thirty (30) days from the date the initial two arbitrators were selected and the matter subject to arbitration shall be arbitrated within sixty (60) days after the selection of the third arbitrator.
18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

CITY OF TULELAKE

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

JOSE PEREZ
ATTENTION OF

PO BOX 847
ADDRESS

TULELAKE, CA, 96134
CITY, STATE, ZIP

CHEWY.PEREZ@CITYOFTULELAKE.COM
EMAIL ADDRESS

PACIFIC POWER

By _____
signature

NAME (type or print legibly) TITLE

DATE

Pacific Power's Mailing Address for Executed Contract

1950 MALLARD LN
ADDRESS

KLAMATH FALLS, OR, 97601
CITY, STATE, ZIP

EMAIL ADDRESS